

REMARKS

The November 26, 2008 Office Action regarding the above-identified application has been carefully considered; and the claim amendments above together with the remarks that follow are presented in a bona fide effort to respond thereto and address all issues raised in that Action. Claim 5 has been amended to address an indefiniteness rejection. The independent claims have been amended to more clearly recite one or more distinctions over the applied art and/or to make several points more definite. Minor revisions have been made in dependent claim 3 for clarity, and dependent claims 3 and 14 have been amended somewhat to conform to certain revisions of respective independent claims. Care has been taken to avoid entry of new matter. For reasons discussed below, it is believed that this case is in condition for allowance. Prompt favorable reconsideration of this amended application is requested.

The Action included a rejection claim 5 under 35 U.S.C. §112, second paragraph, for alleged indefiniteness. Specifically, it was asserted that the “if then” statements in the last two or three paragraphs were inconsistent, e.g. because the last two paragraphs contained identical “if” statements but different “then” statements. The intent had been for the last two paragraphs (j and k) to relate to different aspects of the processing that flows from the same outcome of the “if” determination. The processing of paragraph j was to occur for one account (use the shortage as the pay-in money for the one particular account) and thereafter in step k was to determine a remaining amount (new pay-in amount) and repeat earlier steps for one or more other accounts. Support for this processing appears in the specification at page 20, lines 17-19, relative to Step 324 in the process flow of FIG. 3. The last two paragraphs of the claim have been combined and amended so as to clarify this intent and to eliminate the perceived indefiniteness. Withdrawal of the 112 rejection of claim 5, in view of the amendments to that claim, is earnestly solicited.

Claims 1-6, 8-11 and 13-16 were rejected under 35 U.S.C. §103(a) as unpatentable over U.S. Publication No. 2002/0063153 to Stack et al. (hereinafter Stack) in view of U.S. Publication No. 2003/0023549 to Armes et al. (hereinafter Armes). This rejection is respectfully traversed.

The independent claims have been amended to clarify that the “upper limit deposit amount” is “an upper limitation of an amount of money which can be deposited in an account.” As disclosed by way of example in the present application, the customer may conduct pay-in deposit of money using an account of one of the financial institutions as a window if you will into or across the number of accounts in the various financial institutions where the customer has an account. Merely by doing so, the customer can distribute pay-in money for deposit into a number of financial institutions automatically, yet avoid the amount of money deposited in any one account (obtained by adding pay-in money to the balance) exceeding a predetermined money amount used as an upper-limit deposit amount for each of the accounts. Typically, this upper limit corresponds to the maximum amount of deposits specified for insurance or security purposes. The exemplary processing flow of application FIG. 3 branches based on a determination of whether or not a total balance (sum of an outstanding balance and a new pay-in amount) would exceed an upper limit for protected account deposits. Paragraph 0033 of the present application as published US 2004/0138974 A1 reads in pertinent part:

...If a sum of the outstanding amount and a money amount specified by the pay-in information is equal to or less than a certain amount, the financial institution a system 130 suspends the processing to perform ordinary pay-in processing. The certain amount refers to, for example, an amount of deposited money protected even if a relevant financial institution has crashed and is set beforehand in the storage device 114 by the input/output device 112 in the financial institution A system 130. If a sum of the outstanding amount and a money amount specified by pay-in information is larger than the certain amount, on the other hand, financial institution A system 130 transmits the pay-in information (financial institution number, account number, and money amount) and the customer number 201 to the money management system 110 via the network 150 (step 334). In this case, the financial institution A system

130 may transmit the pay-in information and the customer 201 to the money management system 110 irrespective of the outstanding amount....

By way of another example of the present disclosure on point, consider line 209 in the table of application FIG. 2. That drawing shows customer information for a particular customer, including the money amount limit 209 (attention also may be directed to paragraph 0027 of the present application as published US 2004/0138974 A1).

The independent claims also have been amended to characterize each customer account as “a deposit account capable of retaining money of the customer.” Support for this recitation appears for example in paragraphs 0004 and 0013 of the present application as published US 2004/0138974 A1.

The method of claim 1 includes a step (e) of judging whether or not a post-pay-in outstanding amount, obtained by adding a money amount based on the amount of pay-in money to the outstanding amount of the identified account exceeds the “upper limit deposit amount,” that is to say, exceeds the upper limitation of an amount of money which can be deposited in an account. If so, then step (e) further involves determining a distribution pay-in money amount to be distributed to the identified deposit account of the customer. This determined distribution pay-in money amount is determined so as not to exceed the upper limit deposit amount. Ultimately, the account is instructed so as to pay the determined amount to the identified deposit type account of the customer. The apparatus of claim 9 includes a distribution process portion that performs a function similar to the step (e) of claim 1 and instruction processing portion for instructing the identified account so as to pay the determined amount to the identified deposit account of the customer. It is respectfully submitted that neither Stack nor Armes teaches the relevant step or functions, therefore the combination of Stack and Armes does not meet the relevant recitations in either claim 1 or claim 9.

In contrast to claims 1 and 9, Stack provides a method and system for managing a charge or credit type transaction card account that enables a dual function transaction card with the flexibility of revolving credit and pay-in-full transaction credit card functions (see paragraph 0004). The flow of money is quite different in Stack from that of claims 1 and 9. Rather than distributing a pay-in to one or more deposit accounts as in the examples in the present application, in Stack, it appears that there is description about a method for calculating an outstanding money amount (accumulated charges to be paid) and a limited pay-out money amount for each revolving repayment, in a case where a card-member has to pay a pay-in-full money amount exceeding the limited money amount. However, Stack fails to disclose or suggest any relevant features regarding an optimal distribution of customer's pay-in money for accounts of a plurality of financial institutions. For example, Stack uses the term "account" in the ABSTRACT, but there, the term "account" seems to imply calculation or counting of charges for which the customer must pay in full or on a revolving basis, not a deposit account on which there is an "upper limit deposit amount as an upper limitation of an amount of money which can be deposited in an account for each of the deposit accounts." As a result, it is not seen where or how Stack suggests judging whether a post-pay-in amount, obtained by adding a money amount based on the amount of pay-in money to the amount of the identified account exceeds the upper limit deposit amount, the attendant determination of a distribution pay-in amount in the event that the post pay-in amount (result of the addition) would have otherwise exceeded the upper limit deposit amount, or the attendant instruction to pay money into the deposit account of the customer, as required by each of claims 1 and 9.

Armes does not make up for the above-noted deficiencies of Stack. Armes discloses "a consolidated account" which totally manages money utilizing a plurality of settlement means.

However, Armes fails to disclose how to distribute money amongst deposit accounts in different financial institutions. Namely, in Armes, all the money is deposited on the consolidated account.

As disclosed in the present application, money is deposited to each of the deposit accounts. Thus, it is necessary to determine the manner of distributing the money. For this purpose, in the inventions of claims 1 and 9, an upper limit deposit amount is set for each of the accounts, and money is paid into a particular one of the customer's deposit accounts (identified deposit account) based on a relationship of a possible post pay-in deposit balance that would result from the pay-in with respect to that limit (a judgment of "whether a post-pay-in outstanding amount obtained by adding a money amount based on the amount of said pay-in money to said outstanding amount of the identified account exceeds said upper limit deposit amount or not"). Thus, pay-in money to be distributed to an account in the financial institutions is determined based on relationship of the potential resulting balance amount (obtained by adding a money amount based on the amount of the pay-in money to the outstanding amount of the identified account) and whether or not that resulting amount exceeds the upper limit deposit amount.

The rejection cites Armes for an alleged teaching to request for confirmation of an amount owed to a merchant. The merchant account processing is quite remote from the processing of claims 1 and 9. The accounts in the claims are deposit accounts of the customer. Adding a confirmation request with regard to an amount owed to a merchant, to the charge account processing of Stack, would still not result in a method or system that determines a distribution pay-in money amount to be distributed to the identified account so as not to exceed an upper limit deposit amount or control payment into the customer's deposit account in one of the institutions based on a result of that determination, as claimed.

Applicants therefore submit that, even if Stack is combined with Armes, the resulting combination would not lead to a method or system of managing a customer's money in deposit accounts in a plurality of financial institutions in the manner specifically required by either of those independent claims. Hence, claims 1 and 9 as well as the claims that depend therefrom should be patentable over Stack and Armes and Applicants respectfully request withdrawal of the rejection of those claims over Stack and Armes.

As a further distinction with regard to claims 1 and 9, each of those claims also has been revised to specify that the account identifying step or processing portion identifies an account from identification numbers, which are "in an order of descending priorities of accounts which make pay-in money acceptable." Support for this additional recitation appears in the original specification, for example, in the paragraph corresponding to paragraph 0038 of the present application as published US 2004/0138974 A1 (see also step 324 in FIG. 3). It is respectfully submitted that neither Stack nor Armes teaches identifying one of the deposit accounts based on identification number order in such a manner. Hence, claim 1 and the claims that depend therefrom should be patentable over the art for this additional reason.

Like claims 1 and 9, claims 11 and 16 refer to deposit type accounts and recite that the upper-limit deposit amount is an upper limitation of an amount of money which can be deposited in an account for each of the deposit accounts. As noted above, Stack does not teach processing of payment of monies into deposit accounts or use an upper limitation of an amount of money which can be deposited in an account for each of the deposit accounts of a customer. Armes was cited for teaching a request for confirmation of an amount owed to a merchant, which would not lead one of skill in the art to process a pay-in for a customer, to pay money to one or more of the customer's deposit accounts, based on whether a potential post-pay-in account balance (obtained

by adding the pay-in money amount to an outstanding amount of the deposit account of the customer) exceeds the upper-limit deposit amount, as in claims 11 and 16. Claims 11 and 16 further recite account information including account numbers in an order of descending priorities, which also is believed to distinguish over Stack and Armes. Hence, claims 11 and 16 as well as the claims that depend therefrom should be patentable over Stack and Armes and Applicants respectfully request withdrawal of the rejection of those claims over Stack and Armes.

Upon entry of the above claim amendments, claims 1-6, 8-11 and 13-16 remain active in this application, all of which should be definite as well as novel and patentable over the art applied in the Action. Applicants therefore submit that all of the claims are in condition for allowance. Accordingly, this case should now be ready to pass to issue; and Applicants respectfully request a prompt favorable reconsideration of this matter.

It is believed that this response addresses all issues raised in the November 26, 2008 Office Action. However, if any further issue should arise that may be addressed in an interview or by an Examiner's amendment, it is requested that the Examiner telephone Applicants' representative at the number shown below.

Application No.: 10/642,520

To the extent necessary, a petition for an extension of time under 37 C.F.R. 1.136 is hereby made. Please charge any shortage in fees due in connection with the filing of this paper, including extension of time fees, to Deposit Account 500417 and please credit any excess fees to such deposit account.

Respectfully submitted,

McDERMOTT, WILL & EMERY LLP

A handwritten signature in black ink that reads "Keith E. George". The signature is written in a cursive, flowing style.

Keith E. George

Registration No. 34,111

**Please recognize our Customer No. 20277
as our correspondence address.**

600 13th Street, N.W.
Washington, DC 20005-3096
Phone: 202.756.8171 KEG:apr
Facsimile: 202.756.8087
Date: February 26, 2009